

RECEIVED
CENTRAL FAX CENTER
JUN 04 2007

REMARKS

The Applicant submits the above claim amendments obviate the section 112 rejections set forth in the non-final office action. The Applicant thus submits the pending claims are in condition for allowance and respectfully solicits the issuance of the Formal Notice of Allowance for the pending claims.

The Applicant has added new claims 36-39 and respectfully requests the claims to be examined. There are no additional claim fees due with the addition of these claims because the Applicant has previously paid for 23 total claims and 4 independent claims.

At pages 4 and 8, the Office Action rejects claims 7-15 under 35 USC § 112, first and second paragraphs, as failing to comply with the written description requirement and for being indefinite. The Office Action contends the recitation of "the V-shaped edge being indented into the page to define the pocket for the adhesive" in claim 7 is new matter and is indefinite. The Applicant respectfully disagrees but has amended the claim to recite that the edge of the page and spine cooperate to define a pocket that is V-shaped in cross section to provide a pocket for the adhesive that connects the page to the cover. The Applicant respectfully submits this claim language is definite and supported by the specification. The Applicant thus submits the rejections of claim 7 and its dependent claims are in condition for allowance.

The Office Action rejects claims 23, 26-29, and 35 under 35 USC § 112, first paragraph, as failing to comply with the written description requirement. The Office Action contends the recitation of the non-pivotable connection between the page halves (44) is new matter. Although the Applicant respectfully traverses the rejection, the Applicant has amended claims 27 and 35 to recite that the page halves are joined back-to-back to form a

substantially rigid page. This amendment is supported by the specification and obviates the issues related to the word "non-pivotable."

The Office Action rejects claims 23 and 30-34 under 35 USC § 112, first paragraph, as failing to comply with the written description requirement. The Office Action objects to the language in claims 23 and 30 that describes the lack of a connection between the rigid page and the front and rear covers. The Applicant has obviated these rejections by amending claims 23 and 30 to recite that the front and rear covers pivot with respect to the outer spine independent of the rigid page. This structure is described in the specification at Page 6, line 4, and wherein the container is described as being opened and closed like a book as well as in the drawings wherein the open and closed positions of the front and rear covers are shown.

The Office Action rejects claims 23, 26-29, and 35 under 35 USC § 112, first and second paragraphs, as failing to comply with the written description requirement because the term "plastic" is not found in the application. The Applicant has obviated these rejections by removing the term "plastic" from the claims thus broadening the claims.

The Office Action rejects claim 29 under 35 USC § 112, first paragraph, as failing to comply with the written description requirement because the term limitation relating to the non-removability of the literature card is not disclosed in the specification. The Applicant has obviated this rejection by canceling the claim.

The rejection of claim 33 has been obviated by the cancellation of the claim.

On page 8 of the Office Action, claim 7 is rejected because of the use of the term "a" in combination with the term "each." The Applicant has amended claim 7 to recite that the container includes at least one page. The Applicant submits that the term "each" as used

in the claim refers to each page that is present in the container. The term "each" may thus refer to one or more pages.

On page 8 of the Office Action, claim 9 is rejected because of the use of the term pocket. The Office Action questions where the pockets are located. Claim 9 has been amended to recite that the page halves define a pocket for each locking finger and that each locking finger is disposed in one of the pockets to protect the locking finger. The Applicant submits claim 9 complies with section 112 and is in condition for allowance.

On page of the Office Action, claim 12 is rejected as being unclear as to the location of the literature card. The Applicant has amended claim 7 to recite that the page halves are connected in a back-to-back arrangement. Claim 12 recites that the literature card is disposed between these halves. The Applicant submits claim 7 does not exclude a gap between the page halves configured to receive a literature card.

The rejections of claims 23 and 30 on page 9 of the Office Action has been obviated by the amendment to claim 23 discussed above.

The rejection of claim 26 on page 9 of the Office Action has been obviated by the cancellation of claim 26.

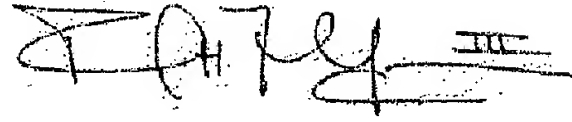
The rejection of claim 27 on page 9 of the Office Action has been obviated by the amendment to claim 27 wherein the literature card is recited as being between the first and second halves.

In view of the foregoing, the Applicant respectfully requests reconsideration of the claims and most earnestly solicits the issuance of a formal notice of allowability for the claims.

RECEIVED
CENTRAL FAX CENTER

Respectfully submitted by:

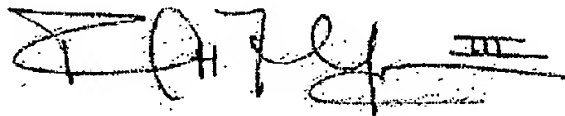
JUN 04 2007



Fred H. Zollinger, III
Reg. No. 39,438
Zollinger & Burleson, Ltd.
P.O. Box 2368
North Canton, OH 44720
phone 330-526-0104
FHZ
Attorney Docket: 1949-A-CIP

CERTIFICATE OF FACSIMILE

I hereby certify that this correspondence (Amendment G in
application serial no. 09/883,619 filed June 18, 2001) is being transmitted via facsimile
to 1-571-273-8300 on June 4, 2007.



Fred H. Zollinger III

Reg. No. 39,438